

The City of *Westlake* Ohio

DENNIS M. CLOUGH, MAYOR



www.cityofwestlake.org

OFFICE OF THE MAYOR

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May 2, 2013

Mr. Paul Bender
Director of Public Utilities
City of Cleveland
1201 Lakeside Avenue
Cleveland, Ohio 44114

Dear Director Paul Bender:

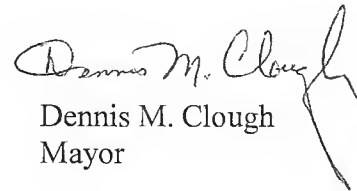
While we disagree with your administration's misrepresentation of the existing water agreement between the City of Westlake and the City of Cleveland, I am officially and unequivocally stating the following:

1. Westlake is prohibited from having a water supply agreement with Cleveland that exceeds the 25 year limitation established in the Westlake Charter. The expiration of the 25 year period is March 19, 2015. This fact was well known by all parties pursuant to the enabling legislation that was the genesis for the Memorandum of Understanding (MOU). This MOU was a condition and requirement of the City of Westlake's execution of your water agreement; to be compliant with the Westlake City Charter.
2. In 2007, you submitted a new proposed contract. That proposed contract was not acceptable.
3. The City of Cleveland's original return of the fully executed contract sent back to Westlake in 1990 included a copy of our ordinance, the Memorandum of Understanding and an executed agreement which clearly demonstrated your knowledge, receipt and acceptance of all three parts of the existing water agreement.
4. Your position of Director should require you to use due diligence when stating that enabling legislation by the city's Council in compliance with a city's Charter is not a condition of a Mayor's authority to enter into a contract or agreement. I am sure that you are aware that it has been the City of Cleveland's policy to verify that a Mayor has been granted specific

authority by his/her City Council before executing any contract with the City of Cleveland. It is my understanding that you still require proof by an appropriate legislative authority and are fully aware of conditions established by Charters and legislative bodies before entering into a binding agreement.

5. Notwithstanding all of the above, this letter will also serve as official notice that the City of Westlake cannot and will not continue with the purchase of water from the City of Cleveland after the expiration of the 25 year period referenced in the Westlake Charter and the Memorandum of Understanding, all as the same relates to agreement #42180, fully executed on 3-19-1990 and entitled "City of Cleveland Water Service Agreement" with the City of Westlake. However, as stated in previous correspondence, we would certainly entertain a competitive proposal and a new agreement to purchase potable water in bulk from the City of Cleveland.

Sincerely,


Dennis M. Clough
Mayor

DMC/mjm

cc: Mayor Frank Jackson, City of Cleveland
John D. Wheeler, Esq.
Cleveland City Council
Suburban Water Council of Governments
Mayor Richard Bain, City of Pepper Pike
Dennis M. O'Toole, Esq.
Westlake City Council

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